



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101

DAVID E. JANSSEN
Chief Administrative Officer

June 12, 2001

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**CONVEYANCE OF COUNTY SURPLUS LIBRARY REAL PROPERTY
TO THE CITY OF EL MONTE - CALIFORNIA AVENUE
(FIRST) (4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that a 6,070 square foot parcel of County real property as legally described in Exhibit "A" is not required for County use, nor for park and recreational purposes.
2. Make a finding that the conveyance of this property is exempt under California Environmental Quality Act (CEQA).
3. Approve the conveyance of this property to the City of El Monte (City) for the sum of \$50,000.
4. Instruct the Mayor to execute the attached Purchase and Sale Agreement and quitclaim deed, both of which have been approved as to form by County Counsel.
5. Authorize the Chief Administrative Officer (CAO) or his designee to execute all documents necessary to complete the sale transaction, upon approval of County Counsel.
6. Instruct the Auditor-Controller to deposit the proceeds in the Asset Development Implementation Fund.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

To convey title to unimproved surplus County property as shown on the attached map to the City for use in conjunction with an aquatic center.

- The subject property was originally donated to the County and had been intended for use as additional parking for the library's facility on Tyler Avenue, but it is now considered to be surplus to their needs.
- The Department of Regional Planning and its Commission have also determined that the County has no present or foreseeable need for this property, nor for park and recreational purposes. The City's proposed use of this property will provide a public benefit for all the residents in this area.
- The sale of this property will eliminate any further County liability exposure and maintenance costs.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we invest in public infrastructure, in order to strengthen the County's fiscal capacity. The sale of surplus property supports this strategy by complying with the Strategic Asset Management Principles (Goal 4, Strategy 2, Objective 2).

FISCAL IMPACT/FINANCING

The City has executed a Purchase and Sale Agreement under the term of which it will pay the County \$50,000.00 for the property. It has been determined by the staff of the CAO, that this is within the fair market value range for this property. The proceeds from this sale will be deposited into the County's Asset Development Implementation Fund.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The property was acquired by the County in 1977 as part of the purchase for the library property on Tyler Avenue. It was intended to be used for additional parking, but because of its location in relation to the library, it was never been utilized for that purpose.

- The conveyance of this property to the City is authorized by Section 25365 of the California Government Code, and a notification of your Board's intended action has been published in compliance with Section 6061.
- The Office of County Counsel has approved all documents as to form, and the County's saleable interest in this property.

ENVIRONMENTAL DOCUMENTATION

This activity is categorically exempt under Class 12 of the State's CEQA Guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


There will be no impact on County services. However, the proposed development of this property will provide a public benefit for the residents of both the City and County.

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CONCLUSION

The Executive Office/Board of Supervisors is requested to return to the CAO, Real Estate Division, Property Management Section, 222 South Hill Street, 3rd Floor, Los Angeles, California, one stamped copy of this adopted Board letter, a copy of the published Notice of Intention, and the original of all documents submitted for execution by the Mayor.

Respectfully submitted.

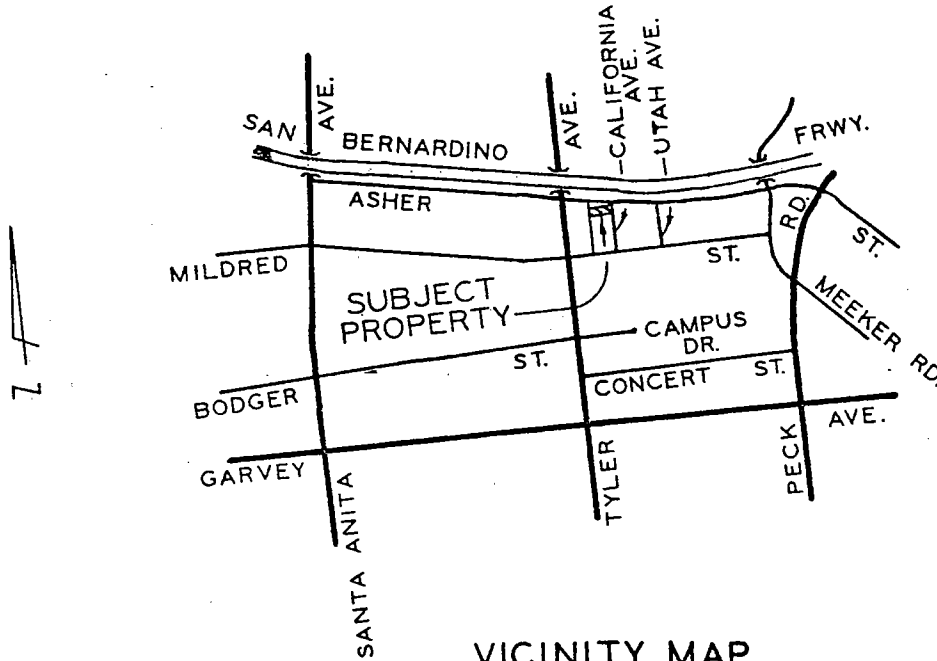


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Chief Administrative Officer

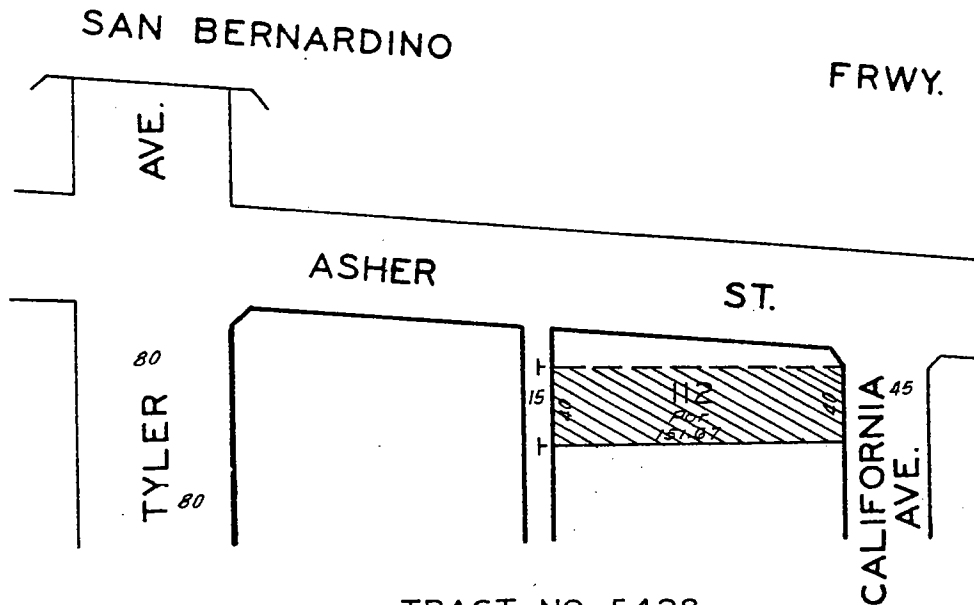
DEJ:SNY
CWW:GM:kb

Attachments (3)

- c. County Counsel
- Auditor Controller
- Assessor
- Public Library
- City of El Monte



VICINITY MAP
NOT TO SCALE



SUBJECT PROPERTY  6,070 ± sq'

COUNTY OF LOS ANGELES — FACILITIES MANAGEMENT DEPARTMENT

DATE 19 DEC. 88	A.M.B. 8566-1	SUP. DIS. 1	SCALE 1" = 100'	PROPOSED SALE OF EXCESS COUNTY OWNED PROPERTY	JOB NO. M-264
THO. GD. 47-D-1	I. M. 46-A-5	RD. DIST.	BY EML		

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is deemed made and entered into as of the 2nd day of April, 2001, by and between **COUNTY OF LOS ANGELES** ("Seller"), and **THE CITY OF EL MONTE** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts, which each party agrees are true and correct:

- a) Seller is the owner of certain real property in the City of El Monte, County of Los Angeles, State of California, consisting of that property described on Exhibit "A" attached hereto and incorporated into the Agreement as if set forth in full (hereinafter referred to as the "Property").

- b) Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00).

3. Form of Deed. Seller shall convey the Property to Buyer by Quitclaim Deed, subject to: a) all taxes, interest, penalties and assessments of record, if any; and b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

4. Escrow. Buyer shall initially deposit the Purchase Price in an escrow account established by Greater El Monte Escrow, located at 11706 Ramona Boulevard, Suite 107, El Monte, California, 91731 ("escrow holder"). The Purchase Price deposited in escrow shall be released when and if all of the following conditions are met: (1) a policy of title insurance satisfactory to Buyer is issued in an amount equal to the Purchase Price; (2) the requirements of Government Code Section 25365 for legal advertising are complied with; (3) approval of this Agreement by the Seller's Board of Supervisors; and (4) recordation of the quitclaim deed for the Property in the Official Records. The date upon which all such conditions are met shall be the "closing date." The parties shall execute such escrow instructions prepared by the escrow holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend or supercede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.

5. Cost. Seller shall not issue or pay for a policy of title insurance, or pay the costs of any escrow which the Buyer may enter into hereunder. All costs and expenses of this transaction shall be paid by Buyer, including but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, escrow fees, document drafting, recording and miscellaneous charges.

6. Inspection of Property. Buyer shall be given full opportunity to inspect the Property prior to the closing date. Upon Buyer's execution of Seller's right of entry permit, Buyer, its agents or employees may inspect the Property and take core samples from the Property in order to assess the potential for the presence of hazardous substances or materials or any other form of contamination on the Property.

7. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that neither Seller nor Seller's agents have made any representations or warranties of any kind whatsoever, express or implied, regarding the Property, including but not limited to, representations or warranties as to the condition of title, the Property's physical condition, the condition of the soils or ground waters and the presence of pollutants and/or contaminants therein, the size and zoning of the Property, its compliance with government rules, laws, statutes, ordinances or regulations, or its fitness for any particular purpose.

Buyer shall assume the cost and expense for the remediation or removal of all contaminated materials, toxic or hazardous substances, and asbestos that may be found in, on or under the Property.

Buyer acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property.

8. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

9. Possession/Risk of Loss. Possession of the Property shall be given to Buyer upon the closing date. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer at delivery of possession.

10. Brokerage Commission. The Buyer and Seller acknowledge and represent that there are no brokers', agents' or finders' fees or commissions due in connection with this transaction. The Buyer and Seller shall indemnify, hold harmless and defend each other from and against any claims of brokers, agents, or finders, licensed or otherwise, claiming through, under or by reason of the conduct of the Buyer or Seller, respectively, with respect to the transaction contemplated hereunder.

11. Taxes and Assessments. The escrow holder shall prorate all current and non-delinquent installments of real property taxes, personal property taxes and assessments on the Property as of the closing date, on the basis of a thirty (30) day month.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

13. Assignment. Buyer shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

14. Notices. All notices, demands, and requests under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor Los Angeles, CA 90012

Buyer: City of El Monte
1133 Valley Boulevard El Monte, CA 91731

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

16. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

17. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

19. Entire Agreement. This Agreement contains the entire Agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same agreement.

21. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same of any other provision.

"LEGAL DESCRIPTION"

THE SOUTH 40 FEET OF LOT 112 OF TRACT NO. 5428, IN THE CITY OF EL MONTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 61 PAGES 12 AND 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

"BUYER"

THE CITY OF EL MONTE

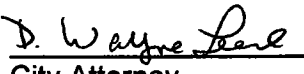
By


City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM:

 4/2/01
Asst. City Attorney

"SELLER"

COUNTY OF LOS ANGELES

By

Mayor, Board of Supervisors

ATTEST:

Violet Varona-Lukens
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN

County Counsel

By


Deputy

RECORDING REQUESTED BY & MAIL TO

NAME _____

STREET _____

CITY _____

Space above this line for Recorder's use _____

QUITCLAIM

DEED

DOCUMENTARY TRANSFER TAX \$ _____
____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
____ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

.....
Signature of Declarant or Agent determining tax. Firm Name.

For valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES, a body corporate and politic**, does hereby surrender, quitclaim and release to:

CITY OF EL MONTE, a municipal corporation

all of the COUNTY'S right, title and interest in and to the described real property, reserving and excepting to the County of Los Angeles all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

Said real property is located in the City of El Monte, County of Los Angeles, State of California and is described as the south 40 feet of Lot 112 of Tract No. 5428, as per map recorded in Book 61, pages 12 and 13 of Maps, in the office of the Registrar-Recorder of said County.

TAX PARCEL: 8566/001/900

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

Sale of surplus County owned property

REM Sale No _____ Date of Sale _____

File No _____ Parcel _____

Synopsis No _____ Date _____

Supervisorial District No. _____

COUNTY OF LOS ANGELES

By _____

Michael D. Antonovich, Mayor
Board of Supervisors

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 20__, the facsimile signature of _____, Chairperson of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

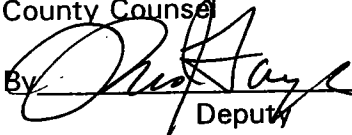
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By  Deputy